

SECOND AMENDMENT
TO
CONSTRUCTION AGREEMENT

THIS SECOND AMENDMENT to the Construction Agreement dated July 17, 2017, is made and entered into April 5, 2019 (the "Second Amendment"), between DRG Construction LLC having an office located at 245 South Main Street, Freeport, NY 11520 ("Contractor"), and the HOUSING TRUST FUND CORPORATION, having its principal office at 38-40 State Street, Albany, New York 12207 ("HTFC").

WITNESSETH:

WHEREAS, Contractor was successfully admitted to the Prequalified List (PQL) for RFQ#201603_047 on November 28, 2016; and

WHEREAS, Contractor was a successful bidder pursuant to initial Invitations for Bid (IFB) #'s 055E, 057E and 059E released on April 20, 2017, May 5, 2017 and May 26, 2017 respectively; and

WHEREAS, HTFC and Contractor entered into a Construction Agreement (The "Agreement") on July 17, 2017, and made effective on July 11, 2017, pursuant to which Contractor provides certain services in support of HTFC's administration of the State of New York's Community Development Block Grant-Disaster Recovery ("CDBG-DR") program; and

WHEREAS, HTFC's Governor's Office of Storm Recovery ("GOSR") is specifically tasked with administering the State of New York's CDBG-DR program and therefore oversees and administers this Agreement; and

WHEREAS, HTFC and Contractor's Contract Price in the Construction Agreement totaled \$10,000,000.00; and

WHEREAS, HTFC and Contractor entered into a First Amendment to the Agreement on August 21, 2018 which increased the Total Fee to \$1,500,000.00 and extended the Term to July 10, 2019; and

WHEREAS, HTFC wishes to obtain additional services from Contractor that are within the scope of services sought under the RFQ and provided by Contractor under the Agreement; and

WHEREAS, HTFC seeks such additional services in the amount of \$500,000.00, thereby increasing the Contract Price to a total amount of \$12,000,000.00; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this Second Amendment to increase the Contract Price to allow Contractor to perform additional services;

NOW, THEREFORE, pursuant to and in consideration of the above, and other mutual covenants and obligations herein contained, it is

STIPULATED AND AGREED as follows:

1. The Third and Fourth sentences of Article 3 Section 3.1 are hereby deleted and replaced with the following:

"Notwithstanding the latter, Contractor agrees that in no event will HTFC pay the Contractor more than **\$12,000,000.00** ("Contract Price") for the Services under all applicable work orders under this Construction Agreement unless the Contract Price is first modified in writing by a fully executed Amendment to this Construction Agreement. For the avoidance of doubt, the Contract Price for all work to be performed pursuant to this Construction Agreement **shall not exceed \$12,000,000.00.**"

2. All other terms and conditions, including appendices, attachments, exhibits, riders, prior Amendments, and Letter Agreements to the Agreement are hereby continued in full force and effect as though set forth herein.

IN WITNESS WHEREOF, the parties executed this Second Amendment on the day and year first above written.

DRG Construction, LLC

By: Dennis Gunn
Name: Dennis Gunn
Title: President/Managing Member
Date: March 29, 2019

Housing Trust Fund Corporation

By:
Name: Emily Thompson
Title: Acting General Counsel,
Governor's Office of Storm Recovery
Date: Emily Thompson